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ABSTRACT

Discussion of the nature of student-teacher contracts pertaining to academic work to be performed by the student and evaluated by the teacher covers a wide range of related issues in this article. The nature of contracts, evaluation procedures, instructional materials, community attitudes, and the individualization of instruction are commented on in the report. (RL)

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STUDENT CONTRACTS

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The Student's Agreement With Himself

DEFINITION: Arriving at a brief statement approaching a definition of a student contract is a difficult task since the nature of a contract requires at least two contracting parties. At first glance, these would seem to be the teacher and the student. But, upon closer examination, it becomes clear that in the performance the student is not doing anything for the teacher; he is functioning in his own behalf, so that, in some sense, the student is making an agreement with himself with the teacher as witness and judge of the execution. Once the teacher has certified the performance as adequate, the assignment of credit becomes a mechanical process for which the teacher is not personally responsible. Therefore, the teacher is no more entitled to be thanked for the credit to be assigned than he is to be damned for the consequences of non-completion, and is, therefore, not a contracting party.

We may say, then, that a contract is a proposal for some work to be performed by the student which states very explicitly what outcomes may be expected as a result of completion of the work, some alternative means by which the outcomes are to be achieved, and the instrument by means of which the achievement of the outcomes is to be evaluated.

Format Of The Contract

FORMAT: In the preparation of a contract, some thinking must precede the actual writing. We must decide what is and what is not to be included with very great precision. This means finding out what constitutes minimum essentials in the area to be taught. Everything else must be excluded at this point, although a means exists to include non-essentials, just because they are interesting to us and may be interesting to the student, later on.

Components Of The Contract

What are the components of a student contract? Some are determined by our quasi-definition; others may be included in order to make successful performance more likely.

I. Governing Idea
   - A. Component I
   - B. Component II
   - C. Component III

II. Behavioral Objectives (performance, standard, conditions, time limit)
   - A. You will be able to list . . .
   - B. You will be able to select . . .
   - C. You will be able to state . . .
   - D. You will be able to write . . .

III. PreTest (See Section VI below)

IV. Learning Activities
   - A. Lesson I (on component I)
   - B. Self-Test (on component I; cf. VI. *infra*)
   - C. Lesson I (on component II)
   - D. Self-Test II (on component II)
   - E. Check-Point (student-teacher interview)
   - F. Lesson III (on component III)
   - G. Self-Test III (on component III)

V. Quest Activities

VI. Post-Test (identical in format with pre-test and relevant self-test; written simultaneously with behavioral objectives)

VII. Student Evaluation

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The first component is a statement of the governing idea of the contract. This may be in the form of a title or of a simple declarative sentence summing up the major concept to be considered, e.g., "The ma[illegible]er and mountain systems of France," or "The use [illegible] past perfect tense in German is similar to its use [illegible]nglish." The problem of data retrieval, which arises [illegible] the need to classify and find materials from among [illegible] large quantity of software which one develops as a r[illegible]lt of the use of the contract approach to teaching, is greatly simplified by precision and explicitness of titling the contracts. Titles which are catchy and do not reveal the content of the contract as fully as possible are to be avoided.

The statement of the governing idea is followed by a declaration of its logical components. With a grammatical concept, these may be structure and function; with a cultural one, perhaps a list. The component ideas are the principle structuring and segmentation devices of the contract. Each of these components will be developed later into a full lesson.

The Heart Of The Contract: Behavioral Objectives

The next major structural division, the heart of the contract approach to teaching, are the behavioral objectives. These tell both the student and the teacher, with legalistic precision, what performance is expected of the student in order to demonstrate his mastery of the content. These are stated in terms of observable student behaviors, and should include the conditions under which the performance is to occur, the standards according to which the performance will be evaluated, and a time limit, which may either be flexible or inflexible. In the description of these observable student behaviors, the verb is crucial. Verbs like list, describe, select, write, and discuss denote observable behaviors. Verbs like know, learn, and appreciate do not.

90% Mastery Expected

The level of mastery demanded by the behavioral objectives should be variable. It should be obvious that it is essential to be able to list the prepositions governing the accusative in German with 100% accuracy, whereas it may be sufficient to list 60% of the tributaries of the Guadalquivir. It has been our experience in the development of the program in the Campbell Union High School District, that it is desirable to set standards of mastery at a realistic but very high level, usually around 90%, in order to assure that students will not be subject to the constantly decreasing level of proficiency which results from non-mastery of successive links in a sequential chain. Initially, in writing contracts, the temptation will be to set standards too low. And if the student is to have the impression that his work is advancing him sequentially, then not all the performances specified by the behavioral objectives should be at the same taxonomic level. Students will not tolerate, nor should we inflict upon them, continuous activity at the level of data recall. Much more bearable is work at various levels from data recall to synthesis, for example in the cognitive domain.

Need For Instruments To Measure Affective Domain Outcomes

Many teachers object vehemently to behavioral objectives because of the rigor of their construction and because, al-

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though they are able to state with great precision, outcomes in the psycho-motor and cognitive domains, they are unable to state desired outcomes in the affective domain — outcomes of attitude and commitment — with the same precision. Perhaps it is time we stopped kidding ourselves about objectives in these areas. The behavioral objectives give us no more and no less the means to measure this kind of learning, at present, than we have always had. By considering the problem, instruments of this kind may or may not become available to us in the future. Nevertheless, although there is no doubt that these goals are important, they seem to me to be of the type which simply happen on their own, in those cases in which they are going to happen at all, if the other, objectively verifiable, objectives are realized, and in other cases, do not occur at all, regardless of what we do. Or perhaps they are caught, like contagious diseases, by those students who have not been immunized, that is, turned off, by their previous or current institutional experience. In any case, I question whether any amount of explicit methodology can advance their realization.

The larger objectives for which I am engaged in the teaching of foreign languages — the acquisition of a kind of cultural relativism which acknowledges that other people's ways of segmenting and dealing with reality are quite as effective for them as our ways are for us, the ability to learn how to learn and to remediate — are, I think, eminently well met by teaching with contracts. On the other hand, even though these goals are always uppermost for me, and are becoming increasingly important in a society in which the determination of one's sense of worth is less and less conditioned by the work which one does, but on the contrary by the degree of "grooviness" which one may find in oneself and in one's life-style, it would not occur to me to grade or to assign credit on the basis of the fulfillment of goals such as these which depend for their evaluation on my own, perhaps nonexistent, intuition.

By-Passing Contracts

The third component of the contract is the pre-test. This device offers the student an important option. If he believes that he already has essential mastery of the components, judging by the title, the components, and the behavioral objectives, he may take the pre-test as a means of by-passing the entire contract before he has studied it any further, and, if he succeeds, go on to the next contract. Alternatively, he may use the pre-test as a means of practice on the format of the final test of the contract.

The Soul Of The Contract: Diversified Learning Activities

Following the pre-test are the diversified learning activities. The learning activities, in a complex contract, that is, one in which the title has been segmented into more than one component, are divided into a series of lessons, one for each of these components. If behavioral objectives are the heart of the contract, then the learning activities, and especially their diversification, is its soul. For we have always known that some students learn better using one approach than another. As a result, we have had to teach everything in a variety of manners in order that all the students might understand and internalize everything. This statement applies with equal force to differing styles of practice. Rarely if ever, does it happen that a student's progress with a particular item of stucture, for example, is reinforced by this multiple approach. More often the student simply waits until the manner that works best for him is reached, then he learns the item. Those whose appropriate approach was used first turn us off after they have grasped what is being taught. Those whose appropriate approach comes later in the sequence may already irrevocably have tuned us out. Everyone's time is wasted. The diversified approach of the contract encourages each student not only to study the target language, but also to investigate his own style of learning. In a series of contracts he is able to go directly to the kind of activity which helps him, and to ignore the others, until he has achieved mastery. This makes possible a multi-sensory approach, using text materials, slides, tapes, cassettes, film loops, video-tapes, and whatever else is available. The student finds out whether he learns best by using printed, visual, auditory, kinesthetic, inductive or deductive methods, or which particular combination of these. The description of activities in the contract may be set up simply as a sort of bibliography or as an independent explanation of the point in question, according as the teacher does or does not readily find adequate materials in any medium available. If there are none suitable outside the contract, they may be built into it. Of course, some of the activities proposed may be optional and others, because of their crucial character, compulsory. There is no way yet to avoid the memorization, in some form or other, of essential paradigms.

This feature of diversification allows the student, after acquiring adequate information at a conscious level about his own learning style, to apportion his time among various components and activities according to their degree of difficulty for him.

Several Text Books Made Available To The Student

There is no reason why a contract should rely exclusively on one text book any more than on any one resource in any other medium. It may be useful to annotate the contract so that the student is referred to parallel entries in several textbooks of varying methodology, the student being alone the judge of which approach to a given problem is appropriate to his learning style.

Each of the lessons concludes with a self-correcting test, of the same format as the pre- and post-tests, so that the student may judge the degree of his proficiency, and if it is insufficient, go back and do some others from among the learning activities.

In a contract consisting of many components, and covering a fairly lengthy time span, we have found it valuable to introduce a formalized, but brief, interview with the teacher called the check-point in order to ascertain whether the student is progressing at a satisfactory rate and in an appropriate direction.

The Quest Activity

Thus far, we have been discussing the construction of a contract dealing with minimum essentials only. It is at this point, near its completion, that content judged to be non-essential may be inserted. This component, called the quest activity, is a series of suggestions outside the limits of minimum essentials which may be of interest to the student, or the suggestion that he do something which he has invented himself and which is related to the content of the contract. It is placed near the end because it will be of interest only

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to the student who is ahead of the time schedule for the contract.

The Post Test

The post-test is designed to measure the performance of the student in terms of the behavioral objectives to the standards established in them and to the satisfaction of student and teacher alike. We have found that the most satisfactory approach to the writing of all the tests for a contract is to write them simultaneously with the behavioral objectives. In this way, surprises, both of content and of format, are avoided for the student, and a feeling of trust is engendered in which the student no longer has any reason, except for his previous academic conditioning, to believe that he is being tricked. We are testing exactly what we said we would test, in exactly the way we said we would test it. We have also found it useful to construct three forms of the post-test, in case the student fails on his first attempt, he may take another test on the same content. The tests should be also exhaustive enough so that even the student who memorizes the answers to the questions will have essential mastery of the content of the contract.

Student Evaluation Of The Contract

The final component of the contract is the student evaluation. This is especially important before the first revision. At this point we can only make educated guesses at what kinds of activity might have been more effective than those which we have designed, at what words may have been confusing, at which concepts, assumed to be clear at the outset, were not, and at which questions were not anticipated. These answers are available only from those whom we have confused.

Individualizing The Learning Process

IMPLEMENTATION: From the actual physical construction of a contract, we can go on to the consideration of the implementation of a program involving their use. Student contracts provide a means of individualizing the learning process for the student without the necessary use of expensive hardware involved in programs with a heavier technological bias. This should not preclude the use of technological innovations as they have or may become available.

When first we make the decision to use contracts, we must also make other provisional decisions about the extent to which we wish to individualize, the aspects of the learning process which we wish to individualize, the media which are available, the variety of the content which we wish to make available in this form, and we must keep in mind the problems connected with individualization no less than the special values which accrue to the users, both student and teacher.

Individualization is a process of very great promise, but also frought with a great many problems with language instruction has before only peripherally touched. At first we usually think of individualization in terms of pace and content, ignoring to a great extent those aspects of individualization with which we have for years been involved. We have always known that some students could progress satisfactorily, and indeed more than satisfactorily, with little or no pressure and guidance, with an occasional indication of a new direction or a hint supplied in the solution to a new problem. At the other extreme is the student who will never perform without constant prodding, and sometimes not even with it. Although individualization by means of student contracts does not solve this problem, it does provide the means, with careful planning, of making the time available to cajole, brow-beat, and in varying ways to pressure the non-self-starting student, so that his progress more closely approximates the level of our hopes for him.

We also know that some students learn best in small groups, whereas others learn optimally working alone. And the same student who acquires one skill working by himself will master another working in a group. The student contract makes possible this kind of diversification, not only from one student to the next, but also from one activity to another.

Entire Contract May Be Designed Around Student Interest

A system which envisions nearly total use of contracts can, after an appropriate length of time for preparation, include whole series of contracts specifically designed around student and community interest. Thus German may be taught in the context of automobile racing, or Spanish in terms of bull-fighting.

Retention Of The Lock-Step Class For The First Year Of Language Instruction

CAUTIONS: A consideration which seriously conditions the extent to which individualization is implemented is the speed at which feedback is possible and desireable for given types of learnings. We have chosen not to individualize the first year of instruction because the instantaneous feedback required to achieve proficiency with the psychomotor area of command of the phonemic system of a new language is, as it seems to us, so far only possible within the framework of a lock-step class. Since, in the beginning stages of foreign language instruction, the student is not yet aware of the differences between the phonemes of his native language and those of the target language, he must often be told points and manners of articulation which his own observation has not yet revealed to him as significant.

The Teacher As Classroom Manager

The individualized classroom tends to be a noisy place. Whether the level of noise will reach the threshhold of irritation of the teacher, only he can decide. Nearly all students are able to continue working constructively at a noise level at which the teacher will already have gone mad. Some students, who are constitutionally loud, must be admonished to function more quietly. Perhaps a limitation might be put on the range of learning activities, or sound absorptive materials introduced into the room. The final answer, if there is one, is probably a function of our biological adaptability — our ability — in time — to ignore some kinds of input. Quiet no longer has the same significance as before since we are now no longer teaching but, in a real sense, managing learning activities.

Quantitative Achievement Rewarded With Units Rather Than Grades

The assignment of credit and grades has been a problem for teachers making extensive use of contract instruction. In philosophical discussions, we have discovered that the assignment of qualitative rewards, grades, for quantitative achievement is inappropriate. Since the level of mastery required of all students is at all times very high, the logical next step is to conclude that a quantitative system of rewards in terms of units, assigned if possible in increments of one by one or two and one half Carnegie units by two and one half is appropriate for the mastery of a given quantity of content, the grade always being held relatively constant at the A or B level. This has two effects: It renders failure virtually impossible, and it creates a nightmare for registrars. But schools are not run for the convenience of their clerical personnel, all evidence to the contrary notwithstanding, and data processing offers a potential solution to this problem.

Ending The Inevitability Of Failure

The possibility of ending the inevitability of failure for all students brings within reach the goal of making foreign language instruction non-threatening and therefore, in a real sense, available to all students. It may, on the other hand, have important negative overtones for the psychological well-

being of some teachers. After all, we did well in school; otherwise we would not be in teaching, and it is just possible that some of us may need to fail students in order to reinforce our own sense of worth. I do not mean to suggest that this is the only reason that contract teaching could be unpopular with some teachers. But it does seem to be a possibility that should be hauled into the light, examined, and dealt with. There will be some who are not comfortable with this innovation as with any other. And if there are teachers who will be uncomfortable, there are students who will be miserable.

Students Prefer The Contract Approach Approximately Three To One

This is especially true in the beginning. The unfortunate student at the outset, is he feels, left to flounder in a flux of behavioral objectives and diversified learning activities, and has, as a result, the feeling that the rug has just been pulled out from under him. He has always been told exactly what to do. He has always been carefully if implicitly taught to "psyche the teacher," to do precisely what will satisfy this one or that one. Now, suddenly, he is told to do whatever will help him to satisfy objectives stated in other than implicitly personal terms. Therefore, a relatively short period of indoctrination into the use of contracts is highly desirable in order that the student may not feel like a fish out of water any more intensely or for any longer than is necessary. This condition does not endure. Both my own investigation and research carried out from Stanford University indicate that by the end of the first year of contract instruction students who had previous experience in lock-step foreign language instruction preferred the contract approach approximately three to one.

Administrators And Parents Are Entitled To Know What Teachers Are Doing

Our administrators are entitled to know what we are doing, and what we are thinking — not just about the kind of program we are attempting to implement, but what we have as larger objectives, what we think about the nature of our youngsters, and how, in our thinking, these three areas are interrelated. To the extent that administrators are not the real innovators of programs such as the one I am describing, as has been the case in our district, we are their only source of information about what we are doing other than the hearsay with respect to which we expect them to act as buffers. It is the administrator who must answer inquiries and complaints about the manner in which we are departing from the old and time-tested, though often unsuccessful, style of foreign language instruction, and in order to do this, he has a right to some information which will make it possible for him to answer these inquiries.

Parents also are entitled to relatively frequent feedback by means, first of information which explains the nature of the program at its outset, and then of progress reports which let them know the degree of progress, and, if possible, the nature of the difficulties which their offspring are encountering, when we are able to discern what these problems are. Conversely, we need not hesitate, in some cases at least, to admit that we are not omniscient and have currently little insight into the student's difficulty.

Contracts — From Their Use As Minor Adjunct Of The Language Program To Their Eventual Use As The Main Vehicle Of Teaching

In the last analysis, if one decides to become involved with contract teaching at all, it is the decision for each teacher or department or district whether contracts are to constitute a minor adjunct of the program, used only for gifted students or for specific remediation, a major component of the instructional program, the main vehicle of instruction, or the sole means of instruction. One possible procedure is to begin with contracts as definitely supplementary and peripheral, and, as time, inclination, and talent allow, to continue until they become a major component of the teaching process. If one finds that one is comfortable with them, then on to the point at which they are the main vehicle of teaching.

Can Conversation Be Taught By Contract?

It has been our experience that there are some things which cannot be taught effectively by contract. Primary among these is conversation. Only exceptional students will willingly converse in the target language if allowed to converse at all within the framework of the instructional period. We find, therefore, that as an adjunct to our program of instruction by contract, it is essential to conduct regular, carefully structured, small group conversation practice. Until the day when someone cleverer than we discovers the means to fill this void, or when a technological innovation makes it possible to achieve this pivotal objective of foreign language instruction, contracts cannot become the sole vehicle of instruction in foreign language, although this may now be practicable in other areas of the curriculum.

Preparation Of Contracts Requires Vast Amount Of Time

In the beginning, the decision of the extent to which instruction is to be placed on a contractual basis will be conditioned more than anything else by the enormously time-consuming process of preparing the contracts. In the Campbell Union High School District, we began by using student contracts strictly as supplementary materials in the third and fourth years of intsruction. This procedure has two distinct advantages: It allowed us to prepare the contracts at our own pace in the early stages, and it made available a variety of materials in the program from the outset when we implemented an almost totally individualized approach to instruction.

Make no mistake! When once a program of total individualization is undertaken, there is no way out. In a month the students will be at as many points in the sequence of materials as there are students; there is simply no means of getting them all back into a lock-step system again. Fortunately, we know of no one who, having once embarked on a contractual approach, would choose to reverse the decision.

Students May Write Contracts Themselves

Contracts written by students themselves, after they have completed a number of them and, therefore, mastered the format, have a number of advantages. They guarantee that the material included will be of interest to at least one student. Students are generally more enthusiastic in the performance of contracts which their colleagues have prepared. Contracts prepared by students are an excellent answer to our colleagues who insist that the preparation of contracts is needlessly demanding and that the format is wastefully and impossibly complex. Contracts prepared by students invariably save much teacher time, since it is much simpler and faster to revise a contract, which for technical reasons has failed, than to write a new one from scratch.

Teaching Can Also Be Individualized For The Teacher

Finally, in implementing a teaching process based largely on the use of contracts, keep in mind the vast amount of time necessary for preparation. We have found it useful, indeed we have found it to be the **sine qua non** of this style of teaching to do two things: First, exchange materials with our colleagues, since it is next to impossible to go it alone. This also makes it highly desirable to come at least to a local agreement on format of the contracts. Second, start at the highest level of instruction and work back down, from the fourth year to the third to the second. Once you start you are trapped in the system; proceed only at the rate and to the point at which you are comfortable. Teachers are people, too, and if the process of teaching can be individualized for the student, it can also be individualized for his teacher.